The Total Price Requirement of CRS § 6-1-737

How It Impacts Fee Agreements and Why Its Arrival Is Not Much of a Departure

BY NICOLE MARIE BLACK AND MADISON RHEINHEIMER

This article discusses newly enacted CRS § 6-1-737 and its imposition of a "total price" disclosure on all services—including legal services.

On first blush, CRS § 6-1-737 appears to be a big shift for lawyers and limited license paraprofessionals (LLPs) (collectively, legal practitioners or practitioners) crafting their fee structure and agreements. But on closer consideration of the Colorado Rules of Professional Conduct, including Rules 1.4, 1.5, and 1.2, it is not so monumentally different than the best practices already required, or at the very least, encouraged.

With the passage of House Bill 25-1090, and its codification at CRS § 6-1-737 (the 737 statute), practitioners are required to communicate the "*total price*" *of their own legal services*. But what does this mean, "total price"? And how does the 737 statute require this of legal practitioners?

The legal profession is replete with fear and anxiety over the enactment of this statute. Perhaps you will forgive us for pointing out that the codification of this behemoth into the 737 statute echoes the irony of a different, equally anxiety-invoking mechanism: the recently ill-fated 737 Max airplane.[1] The 737 Max, you will recall, experienced multiple crashes in recent years as its engineers and operators worked out kinks in its newly launched Maneuvering Characteristics Augmentation System (MCAS).[2] The modification was to the workhorse of all airplanes: a previously reliable medium-haul airplane celebrated for its versatility, efficiency, and reliability.[3] The MCAS was well-intentioned to increase the stability of the plane and ultimately increase pilot control.[4] Yet as a "simple solution with a narrow scope," the MCAS implementation failed out of the gate because of late changes in its development expanding its "power and purpose" without appreciation of the impact.[5] It took years of safety advancements for *that* 737 to regain its trustworthiness and dependability. And now, *this* 737—the 737 statute—and its desire to improve consumer services is likely taking off on the same trajectory.

With the Max's learning curve in mind, this article discusses the 737 statute, its interplay with the Colorado Rules of Professional Conduct, and implications for practitioners to beware of in drafting fee agreements.

The Section 737 Solution

The 737 statute, titled "Requirement to disclose certain pricing information–landlords and tenants–remedies–rules–definitions," took effect on January 1, 2026, with far-reaching and yet-unknown ripple effects on all services. Most relevant for legal practitioners, the 737 statute requires an obvious disclosure of the "total price"—that is, a single number reflecting what the consumer will pay—of any service, stating:

> A person shall not offer, display, or advertise an amount a person may pay for a good, service, or property *unless* the person offering, displaying, or advertising the good, service, or property clearly and conspicuously *discloses the total price* for the good, service, or property as a single number without separating the total price into separate fees, charges, or amounts.[6]

The 737 statute further provides that the total price "must be disclosed more prominently than any other pricing information for the good, service, or property."[7] This requirement to "disclose[] the total price" of a service should make the topics of fee agreements, fee disputes, and civil liability immediately ring in every practitioner's ears. And rightfully so. The 737 statute expressly provides that a consumer may be reimbursed for any fees, charges, or amounts charged by a violator of its provisions.[8] This is because a violation of the 737 statute is considered a "deceptive, unfair, and unconscionable act or practice,"[9] providing an aggrieved party a private right of action under the Colorado Consumer Protection Act (CCPA), violations of which can lead to awards of treble damages for deceptive trade practices.[10] No wonder it can strike terror in the minds of prudent practitioners.

The 737 statute's broad language gives it reach beyond the landlord-tenant disputes for which it was initially proposed.[11] The statute was codified into the CCPA—a broad umbrella of a statute, from which legal services are not excepted.[12] One may argue the title of the House Bill or statutory section can be considered in determining legislative intent.[13] But that only goes so far and would be ill-advised as a sole shield.[14] There are numerous examples of other legislation that apply to the practice of law even if they appear unrelated to legal services on their face. The most notable example is the certificate of review statute,[15] which provides that for lawsuits filed against licensed professionals, a certificate of review must be filed within 60 days of service of a complaint,[16] and that the failure to do so "shall result in dismissal of the complaint, counterclaim, or cross claim."[17] The certificate of review statute arises in the revised statutes' section governing licensed professionals and acupuncturists, yet has repeatedly been applied to lawyers in professional negligence claims.[18] As such, the fact that the 737 statute is codified in a specific provision of the CCPA and that its title seemingly contemplates only landlords and tenants does not prevent its application to lawyers delivering legal services. In fact, the House Bill explicitly states that "this act should be broadly interpreted to achieve its intended purposes and policies."[19] So, in determining whether the 737 statute applies to legal practitioners, all signs point to "yes."

But the question remains: should lawyers be *so* wary of this legislatively imposed transparency requirement? After all, practitioners are

already subject to ethical requirements focused on pricing. These include Colorado Rules of Professional Conduct and Colorado Licensed Legal Paraprofessional Rules of Professional Conduct (collectively, "the Rules" or "Rule") 1.4, 1.5, and 7.1, which reflect that a client is entitled to know, and *must* know, the scope of their legal service purchase. Thus, when a practitioner's professional obligations are overlaid with the language of the 737 statute, the reality is that this new "total price" law may be complementary to our duties, not antagonistic.

Communicating "Total Price" of Services in Fee Agreements Is Not So New

The 737 statute's impact on practitioners means more than just changes to their fee agreements. Nevertheless, the statute's implications for practitioners communicating the basis and rate of their services seems the most appropriate starting place.

The 737 statute requires that service providers in Colorado disclose clearly and conspicuously "the total price for the good, service, or property as a single number without separating the total price into separate fees, charges, or amounts."[20] The 737 statute provides the first definition of "total price" under Colorado law as follows:

> (I) "Total price" means the maximum total of all amounts, including fees and charges, that a person must pay for a good, service, or property, including any additional mandatory goods, services, or properties.
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> (II) "Total price" includes all amounts that:
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> (A) Must be paid to purchase, enjoy, or utilize a good, service, or property; or
>
> (B) Are not reasonably avoidable by the person.
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> (III) "Total price" does not include a government charge or shipping charge unless included at the option of the person offering, displaying, or advertising the good, service, or property.[21]

So, how can a practitioner possibly comply with this? The answer may be simpler than one thinks. That's because the Rules provide the architecture for a total price discussion.

Rule 1.5—for both lawyers and LLPs—requires a practitioner to communicate the basis and rate for services, as well as scope of the representation, in writing before or within a reasonable time after commencing representation.[22] As interpreted by Comment [2] to Rule 1.5, practitioners are already on notice of factors that may impact the basis and rate of their fee. A practitioner complying with Rule 1.5, therefore, already has gone a long way toward computing (and communicating) their total price.

The 737 statute simply builds on the idea of a practitioner's obligation to effectively communicate their fees to their client before they are incurred. The established best practice is for the practitioner to have a written and signed fee agreement.[23] In the instance of a lawyer providing services on contingency, it *must* be in writing and signed (by both client and counsel).[24] While ill-advised, it is altogether too common for practitioners to look to other writings with the client to form the agreement for services or its modification. The email. The text message. The cocktail napkin. Those are never ideal, but they happen. In that respect, what the legal service is or is not necessarily implicates a practitioner's obligations to communicate with the client. The 737 statute just imposes an arguably heightened duty to communicate the basis and rate of their fees *clearly*, not just reasonably.[25] Rule 1.4's reasonableness standard is arguably more relaxed than what practitioners will now be held to under Colorado law. Thus, a savvy practitioner should consider the "clear and conspicuous total price" requirement for services as reinforcing best practices: get the scope and services agreed to in writing so that it is clear.[26]

Legal Services Are Not to Be "Excepted" From Compliance

Having the fee agreement in writing, though, does not fully address the 737 statute's requirement to disclose the "total price" at the time services are engaged. Many practitioners can anticipate that they will be unable to determine the "maximum total" for their services at the outset of the representation.[27] Here, the General Assembly may have had some forethought.

The 737 statute, specifically § 6-1-737(2)(b)(II), provides a path forward where the practitioner has not engaged in a deceptive, unfair, and unconscionable trade practice and "is offering services for which the total price of the service *cannot reasonably be known* at the time of the offer" due to factors beyond the control of the service provider—including factors determined by the consumer's selections or preferences.[28] Under the statute, a practitioner facing unknown final pricing must clearly and conspicuously disclose (1) factors that may determine the total price, (2) mandatory fees arising from the transaction, and (3) the fact that the total price is variable.[29] Some have referred to this as a "safe harbor."[30] Others call it an "exception."[31] Regardless, what practitioners should not do is lean too heavily on this "cannot reasonably be known" provision as a reason to ignore—or worse, circumvent—the General Assembly's objectives. The legal services industry is fully familiar with the concept of "substantial compliance."[32] Practitioners would be wise to consider that this so-called limited exception to the "total price" disclosure requirement is, in essence, a requirement for substantial compliance in providing transparency to the consumer of their services.

Even legal services that cannot be defined by a "total price" at the time of retention by a client are not beyond the 737 statute's reach. The Colorado Supreme Court recently amended Rule 1.5 to add a comment that lawyers following the approved form contingent fee agreement, while in compliance with Rule 1.5, should nonetheless be wary that "C.R.S. § 6-1-737 or other law may require lawyers to add other language to the agreement."[33] Best practices suggest practitioners should update their fee agreements based on the 737 statute to avoid liability from its enforcement. These updates may require practitioners to consider other means of disclosing "total price." For some, creating a budget—allowing for the attorney to provide an accurate total price estimate—may be the most viable option. For others, considering representation under a "maximum capped fee," or a flat fee, providing for the maximum amount the client will pay, may be more appropriate to that representation's needs.[34] And, for those seeking basic

compliance, a total price estimate for what can be reasonably determined at the outset of the representation *with* an advisement consistent with the 737 statute's provision on reasonably unknowable total price of services, under § 6-1-737(2)(b)(II), may be sufficient. The advisement should (1) state that the total price may vary because the total price is indeterminable or is beyond the control of the person offering the services and (2) include the factors and costs contributing to the eventual total.

Although potentially burdensome now, total price disclosures could actually benefit practitioners. Legal practitioners frequently face claims that their fees are unreasonable after substantial work has been completed to the client's benefit. Upfront price transparency could lessen that tension. Essentially, the closer the legal practitioner gets to an accurate "total price" accounting on the front end of the representation, the better the client will understand the expected costs and the greater potential for recovery of fees on the back end. While not guaranteed, "total price" may quiet even the most vocal fee dispute.

The Discomfort of a "Total Price" Discussion

Let's be honest, most clients may not read their fee agreements to the degree of detail practitioners would hope. And many, when they do, can find something to balk at. So, it is not entirely unexpected for practitioners to squirm at the idea of discussing "total price" so explicitly.

Get used to it. The 737 statute requires that the total price be displayed "clearly and conspicuously."[35] This includes an obvious disclosure of factors contributing to the total price, an advisement that the total price may vary, an accurate description of refundability, and acknowledgment of mandatory fees.[36] This also may include a more stringent definition of the scope of representation, so the client knows exactly what services they are purchasing.[37]

The 737 statute defines this standard as a disclosure that is (1) easily noticeable and understandable, (2) distinguishable and readable, (3) unavoidable, and (4) uncontradicted or mitigated by the communication.[38] "Clear and conspicuous" is also fairly ubiquitous as a requirement throughout Colorado's codified laws.[39] Looking to other statutory provisions that employ "clear and conspicuous" language, Colorado courts interpret such language as requiring "sufficient facts to attract the attention of interested persons and prompt a reasonable person to inquire further."[40] Ergo, practitioners must now anticipate explicit discussions with their potential clients about the "total price" of services, and the factors that impact it.

This is neither to be avoided nor bemoaned. The requirements of "clear and conspicuous" total price—bolding, sizing, contrasting, location, length of appearance, and other characteristics—simply require making the disclosure distinguishable, readily locatable, and easy to read. While this requirement is arguably heightened from the requirements of Rules 1.5 (i.e., basis and rate in writing) and 1.4 (i.e., knowledge for purposes of providing informed consent), the disclosure principle itself is not new. Indeed, it is a mainstay of contract drafting that a particular provision, where critical in a contract, is given the same bolding, offset, or typeface modifications as now reflected in the 737 statute, subsections 6-1-737(1)(a)(I)–(VIII), to draw the other side's attention to it. One might say practitioners could expect that these drafting conventions have simply come home to roost. After all, this road is well trodden.

Conclusion

Newness is scary; and perhaps there is a newness to the idea that legal services can, in some respects, be regulated by the Colorado General Assembly *as well as* by the Colorado Supreme Court.[41] Now, though, is the time to recall the Boeing 737. Its MCAS system failed initially, but it has since been modified by flight engineers to provide for multiple fail-safes in an emergency—allowing for the MCAS system to do its job: making flying safer.[42] Similarly, adjusting to the new total price requirements mandated by the 737 statute will take some critical course corrections, including to the way legal practitioners draft and communicate fee agreements and to the way they discuss the scope of services to be provided. But it is not so monumental a sea change to cause the legal field to plummet or even need to panic.

Practitioners are already encouraged to "seek improvement of the law, access to the legal system, the administration of justice[,] and the quality of service rendered by the legal profession."[43] The 737 statute aims to improve the law by "protect[ing] people . . . [from] experienc[ing] deceptive, unfair, or unconscionable pricing of . . . services."[44] More and more, legal services are becoming accessible—through platforms like LegalZoom and the assistance of artificial intelligence tools such as ChatGPT. Access to justice and accommodating would-be clients' modest means have long been a force for change and improving the problem of legal deserts.[45] Thus, there already is a notion that legal services are becoming less and less a species of their own, and more and more a commodity. While some practitioners may lament such changes as the closing of an era where the profession honorably self-regulated, it's possible, on the other hand, that the 737 statute might present practitioners with an opportunity to look toward the future and demonstrate their commitment to providing high-quality, efficient, and transparent legal services. CL


Nicole Marie Black, of Vivid Legal, LLC, is the current chair of the CBA Ethics Committee. She primarily represents lawyers and other licensed professionals for their regulatory licensure, ethics opinion advice, and litigation defense needs. She also represents businesses in a variety of commercial disputes. Black offers flexible representation to her clients, including a range of retention options under hourly, flat fee, and subscription agreements. **Madison Teresa Rheinheimer** is a 2026 JD candidate at the University of Denver Sturm College of Law and received her bachelor's degree in reading, writing, rhetoric, and literacy from Colorado State University in 2023. She currently works as a law clerk at Vivid Legal, focusing on professional liability and legal ethics.

Coordinating Editor: Joseph Michaels, joseph.michaels@coag.gov

NOTES

1. *See* Gates and Baker, "The Inside Story of MCAS: How Boeing's 737 MAX System Gained Power and Lost Safeguards," *Seattle Times* (June 22, 2019), https://www.seattletimes.com/seattle-news/times-watchdog/the-inside-story-of-mcas-how-boeings-737-max-system-gained-power-and-lost-safeguards.

2. *Id.*

3. *Id.*

4. *Id.*

5. *Id.*

6. CRS § 6-1-737(2)(a) (emphasis added).

7. *Id.*

8. CRS § 6-1-737(5)(b)(I).

9. CRS § 6-1-737(5)(a).

10. *See* CRS § 6-1-113(2)(a)(III).

11. *See* HB 25-1090, 76th Gen. Assemb., 1st Reg. Sess. (Colo. 2025), Colo. Sess. Laws 2025, ch. 94, § 2, effective Jan. 1, 2026. Even the legislative declaration conveys the bill's broad intent to "[p]rotect people, *including* tenants, who experience deceptive, unfair, or unconscionable pricing of goods, services, or property in the state," *id.* § 1(b) (emphasis added), clearly conveying that the law is not limited to landlord-tenant arrangements, but rather more broadly is intended to prohibit deceptive pricing of goods, services, and property writ large.

12. *See Crowe v. Tull*, 126 P.3d 196, 205 (Colo. 2006) (holding that the CCPA's plain language and legislative intent show that attorneys can be found liable for violations of the Act).

13. *See Land Owners United, LLC v. Waters*, 293 P.3d 86, 93–94 (Colo.App. 2011) (citing *People v. Zapotocky*, 869 P.2d 1234, 1239 (Colo. 1994) ("A court also may consider the title of the legislation in resolving uncertainties concerning legislative intent.")).

14. *See People in the Interest of G.S.S.*, 462 P.3d 592, 596 (Colo. 2020) ("[W]hile 'not dispositive of legislative intent,' 'the heading of a statute . . . can aid in determining legislative intent.'") (quoting *Jefferson Cnty. Bd. of Equalization v. Gerganoff*, 241 P.3d 932, 936 (Colo. 2010)).

15. CRS § 13-20-602.

16. CRS § 13-20-602(1)(a).

17. CRS § 13-20-602(4).

18. *E.g.*, *Riggs, Abney, Neal, Turpen & Lewis, P.C. v. Estate of Baldwin*, No. 11CV496, 2011 Colo. Dist. LEXIS 1562, at *6, (Adams Cnty.Dist. Ct., Dec. 29, 2011) (applying § 13-20-602 to dismiss legal malpractice counterclaims where a certificate of review was not filed); *Sutton v. Allen*, No. 2014CV61, 2014 Colo. Dist. LEXIS 2494, at *3–4 (Pueblo Cnty.Dist.Ct., Dec. 12, 2014) (dismissing a professional negligence claim against a real estate professional where the plaintiff failed to file a certificate of review per § 13-20-602).

19. HB 25-1090 § 1(2), *supra* note 11.

20. CRS § 6-1-737(2)(a).

21. CRS § 6-1-737(1)(m)(I)–(III).

22. Colo. RPC 1.5(b); Colo. LLP RPC 1.5(b).

23. *See* CBA Ethics Comm., Formal Op. 143, *Foundations of a Fee Agreement*, at 3 (rev. Apr. 2022) (hereinafter CBA Ethics Op. 143).

24. Colo. RPC 1.5(c)(1), (2). Note that Colo. LLP RPC 1.5(c) does not permit LLPs to offer contingency fee services.

25. *See* Colo. RPC 1.4(a); Colo. LLP RPC 1.4(a).

26. *See* CRS § 6-1-737(2)(a).

27. CRS § 6-1-737(1)(m)(I), (2)(a).

28. CRS § 6-1-737(2)(b)(II) (emphasis added).

29. CRS § 6-1-737(2)(b)(II)(A)–(C).

30. Minutes of the Rules of Prof'l Conduct Standing Comm., Colorado Supreme Court, at 3 ¶ 5 (Sept. 26, 2025).

31. Lidstone Jr., "Colorado House Bill 25-1090 and Its Impact on Attorney Engagement Letters" (Dec. 02, 2025), https://ssrn.com/abstract=5350241.

32. *E.g.*, *Woodsmall v. Reg'l Transp.*, 800 P.2d 63, 67 (Colo. 1990) ("Compliance, for example, may be absolute or strict, on the one hand, or somewhat less than absolute but nonetheless substantial, on the other."); *id.* (recognizing that the court, "[i]n determining whether a particular statutory requirement has been satisfied . . . [has] imposed a degree of compliance consistent with the objective sought to be achieved by the legislation under consideration") (collecting cases); *Wainscott v. Centura Health Corp.*, 2014 COA 105, ¶¶ 39–45 (holding that substantial compliance is sufficient to satisfy the filing and notice requirements in CRS § 38-27-102). *See also* CRS § 4-8-202(b)(2) (requiring substantial compliance where an issuer has asserted that a security is invalid).

33. Colo. RPC 1.5, cmt. [3] (effective Jan. 1, 2026) ("A lawyer offering services, including an offer of services through a fee agreement, may be required to comply with other law pertaining to the offer of services. *E.g.*, CRS § 6-1-737 (addressing requirements to disclose certain pricing information).").

34. CBA Ethics Op. 143, *supra* note 23 at 11.

35. CRS § 6-1-737(2)(a).

36. CRS § 6-1-737(2)(b)(II), (3)(b).

37. *See* Colo. RPC 1.2 (governing limitations on a client's scope of representation).

38. CRS § 6-1-737(1)(a)(I)–(VIII) (outlining requirements for both visual and audible total price advisements).

39. Comparable notice language requirements are reflected throughout legislation applicable to the consumer service industries. *See* CRS § 10-2-603 (bank sale of annuities–disclosure requirements); CRS § 5-3-502 (form of insurance premium loan agreement); CRS § 5-3-105 (notice to cosigners and similar parties); CRS § 6-1-732 (automatic renewal contracts); CRS § 6-1-1306 (consumer personal data rights); CRS § 22-16-111 (student data security and transparency); CRS § 6-1-716 (notification of security breach); CRS § 29-2-302 (deficiency notice and dispute resolution for locally collected sales or use tax). Indeed, disclosure language is ubiquitous in the CCPA. *See* CRS § 6-1-732 (automatic renewal contracts); CRS § 6-1-720 (ticket sales–deceptive practice–definitions); CRS § 6-1-105 (unfair and deceptive trade practices–definitions).

40. *See, e.g.*, *City of Thornton v. Bijou Irrigation Co.*, 926 P.2d 1, 24 (Colo. 1996) (quoting *Monaghan Farms v. City & Cnty. of Denv.*, 807 P.2d 9, 15 (Colo. 1991)). *See also Cummings v. Arapahoe Cnty. Sheriff's Dep't*, 440 P.3d 1179, 1187 (Colo.App. 2018) ("Whether a contract disclaimer is clear and conspicuous is a question of law for the court.").

41. *But see Crowe*, 126 P.3d 196.

42. Boeing, "Changes to the 737 Max," https://www.boeing.com/737-max-updates/additional-updates.

43. Colo. RPC Preamble [6]; Colo. LLP RPC Preamble [6].

44. HB 25-1090 § 1(1)(b).

45. Stsepaniuk, "The Justice Gap Problem Solving: History and Innovation," 44 *Campbell L. Rev.* 65, 68–80 (2021).